

<b>Annual Contract Competitive Proposal Request</b>	<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>RESPONSES MUST BE RECEIVED BY:</b> <b>11/30/16</b> <b>11:00 AM CST</b>
<b>TITLE: A16-0418 Janitorial Services for 19<sup>th</sup> Judicial District Court, 300 North Blvd., Baton Rouge, Louisiana</b> <b>CONTRACT TERM: 1/1/2017 THRU 12/31/2017</b>		<b>RETURN BID TO:</b> <b>PURCHASING DIVISION</b>
<b>ANNUAL CONTRACT NUMBER: A16-0418</b> <b>FILE NO: 04530-16</b> <b>AD DATES: 11/1/16 and 11/8/16</b> <b><u>MANDATORY PRE-BID CONFERENCE/JOB SITE VISIT: NOVEMBER 16<sup>TH</sup> 9:00 AM</u></b>	<b><u>Mailing Address:</u></b> PO Box 1471 Baton Rouge, LA 70821  <b><u>Physical Address:</u></b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802	
<b>SHIP TO ADDRESS:</b> <b>19<sup>th</sup> Judicial District Court</b> <b>300 North Blvd.</b> <b>Baton Rouge, LA 70802</b>	<b>Contact Regarding Inquiries:</b> Purchasing Analyst : <b>Debbie Kimball</b> Telephone Number: <b>225-389-3259 x 314</b> Email: <a href="mailto:dkimball@brgov.com">dkimball@brgov.com</a>	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. <u>N/A</u> STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 15**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

A16-0418 – Janitorial Services for 19<sup>th</sup> Judicial District Court

Page 1

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brgov.com](http://www.brgov.com), or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES \_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
28. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

## FEDERAL CLAUSES, IF APPLICABLE.

### I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

#### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

#### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

#### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

#### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

### **Additional Requirements for this Bid**

- Vendors will be required to submit one (1) original Affidavit
- Payment terms for services will be **Net 15** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- **Mandatory Pre-Bid Conference and Mandatory Job Site Visit**  
**Failure to attend pre-bid conference and job site visit will cause your bid to be deemed non-responsive. See page 8 for details.**
- **Additional Terms and Conditions**

**Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

- **SDSs MUST BE SUBMITTED WITH BID – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

**All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.**

## Mandatory Pre-bid Conference & Mandatory Job Site Visit

### Mandatory Pre-Bid Conference:

**When:** NOVEMBER 16, 2016

**Time:** 9:00 A.M.

**Location:** PURCHASING DEPARTMENT, CITY HALL BUILDING, 222 ST. LOUIS ST., 8<sup>TH</sup> FLOOR, ROOM 806 (BID ROOM), BATON ROUGE, LA

### Mandatory Job Site Visit:

**When:** NOVEMBER 16, 2016

**Time:** TO BEGIN IMMEDIATELY AFTER PRE-BID CONFERENCE

**Location:** 19<sup>TH</sup> DISTRICT COURT BUILDING, 300 NORTH BLVD., BATON ROUGE, LA

The mandatory job site visit will begin immediately following the pre-bid conference. The building is within walking distance from the Pre-Bid Conference location. **Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheet. Failure to sign attendance sheet will cause your bid to be deemed non-responsive.**

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An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, all questions MUST be in writing*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit, if either or both is held) and received by the close of business on the Inquiry Deadline date **11/22/16**. Initial inquiries shall not be entertained thereafter.

Inquiries are to be directed as follows:

**Hand Delivered or by Courier**

Debbie Kimball, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802

**By email:** [dkimball@brgov.com](mailto:dkimball@brgov.com)

**By fax:** (225) 389-4841

**Delivery by United States Postal Services**

Debbie Kimball, Purchasing Analyst  
City-Parish Purchasing Department  
P. O. Box 1471  
Baton Rouge, LA 70821

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final three (3) day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three (3) working days from the date the addendum is issued or posted to the Office of State Purchasing LaPAC website at <http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp> or to the City Parish Purchasing on-line bidding site, Bid Express at [www.bidexpress.com](http://www.bidexpress.com)). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.



## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy  
Any Auto, or Owned, Combined Single Limit  
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

REV. 3/13

### Pricing Sheet

**It is the intent of this proposal to establish prices for Janitorial Services to be performed at Louisiana 19<sup>th</sup> Judicial District Courthouse Building, 300 North Blvd., Baton Rouge, Louisiana.**

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
0001	<p><b>Base Price</b>  <b>Janitorial Services at Louisiana 19<sup>th</sup> Judicial District Courthouse Building located at 300 North Blvd., Baton Rouge</b></p> <p>Cleaning Hours: Monday through Friday, 6:00 a.m. through 3:00 p.m.</p> <p>Total Square Footage of facility is approximately: 317,769 gross sq. ft.</p> <p>Pricing is for all services and materials as specified herein.</p>	<b>317,769</b> <b>Sq. Ft.</b>	<b>Sq. Ft.</b>	\$ _____ Price per square foot	\$ _____
0002	<p><b>Per Hour cost for Janitorial Services performed on <u>Holidays</u>, if requested.</b>            *The City of Baton Rouge does not anticipate any holiday services on this contract. This cost will not be factored into the award of this contract.</p>	<b>1</b>	Hour	\$ _____	\$ _____
0003	<p><b>Per Hour cost for Janitorial Services performed on <u>Weekends</u>, if requested.</b>            *The City of Baton Rouge does not anticipate any Weekend services on this contract. This cost will not be factored into the award of this contract.</p>	<b>1</b>	Hour	\$ _____	\$ _____

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Janitorial Services for 19th Judicial District Court Building**

**Description of Services:** It is the intent of this proposal to establish prices for Janitorial Services to be performed at Louisiana 19<sup>th</sup> Judicial District Courthouse Building, 300 North Blvd., Baton Rouge, Louisiana. The Contractor shall provide all supervision, labor, cleaning materials, supplies, and equipment and shall plan, coordinate, schedule, and assure effective performance of all services described herein. The Contractor shall provide all janitorial and related services in accordance with the requirements of this contract.

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, hereafter referred to as the Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed careless, insubordinate, or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

**Building Information:** 19<sup>th</sup> Judicial District Court  
300 North Blvd.  
Baton Rouge, LA 70802

Square Footage: Approximately 317,746 square feet (gross)

Building Floors: The floors in the building are a combination of carpet, Terrazzo, and VCT Vinyl tile. Vendors are responsible for viewing the floors during the job site visit. A breakdown of square footage by type is not available.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

The Contractor will be directly responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

Although designated storage areas will be provided for storage of Contractor's equipment, materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

**Insurance Requirements:** Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for any account of law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for goods, services, and employment in the firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of the employees is to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), the business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

**Renewal Option:** At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same terms and conditions, provided both parties are mutually agreeable. Total contract time may not exceed thirty-six (36) months.

**Holidays:** The Agency shall recognize the following holidays during the contract term. The Contractor will not be responsible for having any personnel in the facility on these holidays, unless requested: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Day after, Christmas Eve and Christmas Day.

**Bidder's Qualifications:** Bidder must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Bidder must have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder must have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding.

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.

Documentation of qualifications should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**Bidder's References:**

The Contractor must submit at least two (2) references from facilities where similar services have been successfully performed within the last five (5) years.

EACH REFERENCE must include the following information:

1. Name and address of facility services provided
2. Name of contact person and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.

Documentation of references should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**Contractor's Personnel:** Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. All personnel are required to wear a uniform, and the use of cell phones is prohibited. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager in writing to the Agency, as well as the Agency representative, Mike Whatley.

All calls and pages shall be returned within a two hour period. Functioning telephone, fax, cell phone numbers and email addresses must be maintained by the Contract Manager. Failure to return calls and pages within two hours will constitute grounds for placing Contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filing this position must have prior approval. Any change in telephone, cell phone, fax numbers, or email addresses must be available to the Agency within twenty-four (24) hours. Failure to report these changes will constitute grounds for placing the Contractor in default.

The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-Site Supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filing this position must have prior approval. Any change in telephone numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes will constitute grounds for placing the Contractor in default.

**Scheduling Work and Reporting:** The Contractor shall submit to the Agency representative a weekly work report of jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed.

The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between Agency contact and Contractor, the Contractor shall submit a copy of his program to the Agency contact. The program shall include, but not be limited to the following:

1. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
2. The checklist shall include every area of the operations serviced by the Contractor, as well as every task to be performed.
3. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

**Security Clearance Requirements/Standards of Conduct:**

The agency requires the successful vendor to provide to the City a Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and Information and drug test/screen on all janitorial/custodial employees that will be working at the locations listed in this bid. Drug screens must be from a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request criminal background checks and/or drug testing/screening all at no additional cost to the Agency, for all janitorial/custodial employees during the contract period as deemed needed. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff that tests positive on any drug screen(s) shall be immediately dismissed. It is at the discretion of the City to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

Contractor is to be responsible for all keys issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

**Confidentiality:** The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the City-Parish operations which are designated confidential by the City-Parish and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

**Supplies/Equipment:**

**The Agency will furnish the following:**

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of work.
2. Hot and cold water as necessary.
3. Space in the building for the storage of an inventory of supplies and equipment, which will be used in the performance of the work under the contract.
4. Items to be stocked in various dispensers:
  - a) Paper towels for restroom dispensers
  - b) Toilet tissue
  - c) Toilet seat covers
  - d) Hand soap
  - e) Air fresheners
  - f) Urinal screens or cakes
  - g) Trash can liners for all wastebaskets throughout the building (various sizes, as needed).

**Note: Contractor will monitor the supply levels and notify the Agency contact when they should be reordered.**

**The Contractor will furnish the following:**

1. All supplies and materials necessary for the performance of the work of this contract unless otherwise specified herein. If the Contractor does not provide proper supplies, the Contractor will be deemed to be in default.
2. All cleaning equipment, vacuum cleaners, mops, brooms, cleaning disinfectants, cleaning rags, towels, and any other items necessary to maintain the cleanliness and sanitation of the building at no additional charge to the Agency.
3. The Contractor is responsible for providing all Material Safety Data Sheets applicable to the products and chemicals being furnished by him under this contract. See further details on page 3, item 15. and reference on Page 7.

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**AREAS TO BE SERVICED AND SCHEDULE**

CONTRACT NO: **A16-0418**

Contractor has the following general areas of responsibility. The frequency and exact duties will be detailed by the Agency contact.

Frequency: Reoccurring

1. Restrooms- police general areas. Spot clean toilets, urinals, sinks, and mirrors. Clean counters, ledges, empty trash and restock paper products.
2. Police and spot clean all elevators, building and main elevator lobbies.
3. Clean all entrance glass doors (including frames).
4. Police exterior grounds, including building entrances and sidewalks.
5. Empty all interior lobby and exterior trash and cigarette receptacles as necessary.
6. Police general areas, including break areas and vending areas. Clean counters, tables, and empty trash.

**Courtrooms, Offices, Conference Rooms, Etc.**

Frequency: Daily

1. Spot dust all flat surfaces below six feet
2. Properly reposition furniture moved for cleaning
3. Empty all trash receptacles and replace liners. Take trash to designated areas in building for removal.
4. Clean and sanitize drinking fountains and remove any mineral buildup.

Frequency: Weekly

1. Clean and sanitize telephones
2. Dust all flat surfaces below six feet thoroughly without disturbing any desk surfaces containing Agency personnel materials.
3. Clean all vertical surfaces within arm's reach
4. Damp clean door bars, kick plates, and door hardware
5. Dust all fixtures
6. Dust top of cubicle partitions, wall dividers, and doors, etc.
7. Dust wall board and window frames under six feet
8. Remove all cob webs
9. Clean all metal bright work

Frequency: Monthly

1. Vacuum fabric furniture
2. Dust all corners and baseboards
3. Clean and dust all book shelves
4. High dust all areas over six feet
5. Dust blinds
6. Clean doors, door frames, light switches, and window ledges.

## **Vending Areas, Break Areas, and Kitchens**

Frequency: Daily

1. Clean and sanitize sinks and countertops
2. Clean and sanitize eating area tabletops, counter tops, and trash can exteriors
3. Fill and clean all eating area paper and soap dispensers

Frequency: Weekly

1. Damp clean interior and exterior of microwaves/refrigerators

## **Entrances (Inside and Outside), Elevators, Escalators, Lobbies, and Corridors**

Frequency: Daily

1. Spot clean and remove fingerprints from walls, doors, call buttons, and side panels
2. Thoroughly clean and polish interior tracks, walls, doors, etc.
3. Detail vacuum carpeted floor surface. Remove gum, tar, etc. adhering to the floor where necessary.
4. Sweep, damp mop, and buff hard floor surface.
5. Clean glass doors and exterior surfaces of directories and show cases.

Frequency: Monthly

1. Clean and vacuum door tracks.

Frequency: Quarterly

1. Machine scrub hard floor surface.

## **Carpeted Floor Surfaces**

Frequency: Daily

1. Spot clean all carpeted areas for stains, spots, etc.
2. Spot vacuum all carpeted areas. Remove gum, tar, etc. adhering to the floor where necessary. Remove staples, paper clips, and other loose debris.
3. Detail vacuum walk off mats

Frequency: Weekly

1. Detail vacuum all carpeted areas
2. Detail vacuum edges and corners

## **Hard Floor Surfaces**

Frequency: Daily

1. Dust mop and edge sweep floor areas
2. Thoroughly sweep and spot mop floor areas

Frequency: Weekly

1. Thoroughly sweep and detail mop floor areas
2. Buff floors

Frequency: Quarterly

1. Strip and refinish hard surface floors



## **Glass Cleaning (Including Bullet Proof Glass)**

Frequency: Daily

1. Clean and polish inside and outside of entrance doors.
2. Spot clean inside partition of glass.
3. Spot clean all inside glass doors.

## **Restrooms**

Frequency: Daily

1. Clean, polish and disinfect all fixtures, including wash basins, toilets, urinals, and dispensers.
2. Clean and disinfect tile wall and partitions.
3. Sweep, mop, and disinfect floors.
4. Clean and polish all chrome fixtures.
5. Clean and polish mirrors.
6. Restock paper products, such as paper towels, toilet tissue, hand soap, liners, and deodorant products.

Frequency: Monthly

1. Machine scrub and disinfect floors.

## **Stairwells**

Frequency: Daily

1. Sweep and damp mop stairs and landings used daily.

Frequency: Weekly

1. Sweep and damp mop stairs and landings not used daily.

Frequency: Monthly

1. Dust hand rails.
2. Clean walls.

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20 \_\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY

## AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_ Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 15 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

\_\_\_\_\_

By \_\_\_\_\_  
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

**Contractor**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)